

CLIENT-SPECIFIC CONDITIONS ATOS FOR SUPPLIER

1. GENERAL

1. These client-specific conditions (**CSC**) apply to any engagement of a Professional at Atos Nederland B.V. and/or its affiliated companies (**Atos**) or at a customer of Atos (the **Atos Customer**). The CSC form an integral part of the supplier master agreement (the **Master Agreement**) and the ensuing contract(s) for services (the **Work Assignment**) that is/are concluded between Source MSP (**Source**) and the supplier (the **Supplier**) in the context of making available a Professional to Source for the benefit of the performance of a Work Assignment at Atos or via Atos at an Atos Customer.
2. In these CSC, **Professional** shall have the following meaning:
 - (i) an employee in the Supplier's service on the basis of an employment contract; or
 - (ii) an independent professional made available by the Supplier,who is sufficiently qualified in the area of the expertise desired by Atos and/or the Atos Customer and who will be engaged for the benefit of Atos and/or the Atos Customer during the Work Assignment via Source.
3. In the case of a conflict between the provisions in the documents referred to below, the provisions of the first-mentioned documents prevail above the documents mentioned later:
 - (i) the Work Assignment (ii) the CSC and (iii) the Master Agreement.
4. The Supplier will fully inform each Professional assigned at Atos and/or the Atos Customer of the obligations of the Supplier and the Professional under the Master Agreement, the Work Assignment and these CSC (jointly: the **Assignment Documentation**). The Supplier will ensure that the Professional is obliged to comply with the obligations from the Assignment Documentation as if the Professional were a party to the Assignment Documentation.
5. The Supplier will also ensure that, before commencement of the Work Assignment, the Professional has received, read, understood and declared to perform or comply with all conditions and guidelines that apply at Atos and/or the Atos Customer. Insofar as this CSC does not deviate from or does not mention the conditions and guidelines below, the provisions in the following conditions and guidelines are of additional application and form part of the Assignment Documentation:
 - Invoice procedure;
 - Instructions for 'Hours-Only' subcontractors;
 - the 'Individual Non-disclosure agreement' of Atos;
 - Atos Health, Safety and Environment Policy;
 - Atos Security Policy;
 - Atos Code of Conduct;
 - Statement of the Professional's Identity; and

- Atos Customer Conditions, if and insofar as the Professional is deployed at an Atos Customer that applies additional conditions.

The aforementioned documents can at all times be inspected and downloaded via the (online) 'hiring portal' occasionally used by Atos.

6. Prior to each Work Assignment, and within 30 days after each underlying request by Source during the term of a Work Assignment, the Supplier is obliged to provide the following details of the Professional to Source, which Source in its turn will make available to Atos and/or the Atos Customer: name, address, place of residence, date of birth, nationality, citizen service number, VAT number, number and period of validity of the proof of identity (not being a driving licence) (the **Details**). If the Supplier requires the Professional's consent for this on the basis of the Personal Data Protection Act (Wet bescherming persoonsgegevens, or **Wbp**) or other relevant laws and regulations, the Supplier will ensure it receives this. The Supplier is also obliged to correctly and completely fill in and sign the Statement of the Professional's Identity and provide it to Source before commencement of the Work Assignment.

2. GENERAL OBLIGATIONS OF THE PROFESSIONAL

1. The Professional is obliged to observe the statutory safety, health and other rules, as well as the company rules and regulations in the area of safety and health at Atos and/or Atos Customers (including the rules referred to in Article 1, paragraph 5 of these CSC). The Professional will also comply with all security requirements and other system requirements of Atos and/or the Atos Customer regarding access to or attempts to gain access to the computer systems of Atos and/or the Atos Customer.
2. The Professional will reasonably coordinate absences with Atos and/or the Atos Customer, where in case of absences for a period shorter than 1 week, the coordination must take place 1 week in advance, if possible.

3. LOCATION OF THE WORK AND WORKING HOURS

1. The work will be performed by the Professional at a location to be further determined by Atos and/or the Atos Customer, which will be recorded in the Work Assignment. Source is entitled to change the location where the work is performed if this is necessary, in the opinion of Atos and/or the Atos Customer, for the proper performance of the assignment.
2. The Supplier obliges its Professional to observe the usual working hours at the location where the work is performed, unless agreed otherwise in good consultation. At the request of Atos and/or the Atos Customer the Professional is obliged to also perform work on other days and other times than those referred to in the Work Assignment, for the fee(s) as determined in the Work Assignment.
3. Holidays and absence due to retraining or additional training will take place as much as

possible in joint consultation between Atos and the Professional.

4. Unless explicitly otherwise stated in the Work Assignment, the costs the Supplier charges are all-in and also include, for example, compensation for travelling time and travel and accommodation expenses of the Professional.

4 . REPLACEMENT OF THE PROFESSIONAL

1. The Supplier is obliged to ensure suitable replacement of the Professional, if Atos and/or the Atos Customer are not satisfied with the Professional for any reason whatsoever. As soon as possible after a request by Source for the replacement of the Professional, the Supplier will ensure a suitable replacement in joint consultation with Source, where the replacement takes place: (i) subject to the same conditions as agreed in respect of the Professional that was originally made available and (ii) without charging (additional) costs for the replacement.
2. If the Supplier wishes to replace a Professional it will inform Source in writing of the intention to replace the Professional, at least 5 weeks in advance, insofar as is reasonably possible. The Supplier is only allowed to replace the Professional if (i) the Professional does not play a key role at Atos and/or the Atos Customer, (ii) the Professional's proposed replacement at least has the same knowledge level and equivalent work experience, (iii) the replacement does not entail (additional) costs for Source, Atos and/or the Atos Customer and (iv) Source has given its written permission for the replacement. Source will not unreasonably withhold its permission for the replacement.
3. The Supplier is obliged to inform Source immediately if it is or becomes aware of the Professional's potential or actual long-term non-availability due to illness or any other reason. The Supplier will then make every effort to submit a proposal for replacement at the same time as this notification.

5 . TERMINATION OF A WORK ASSIGNMENT

- 1 . Each Work Assignment ends by operation of law after expiry of the agreed period as laid down in the Work Assignment, unless Source informs the Supplier in writing no later than one week before the end of the Work Assignment that it wants to extend the Work Assignment, in which case the Work Assignment will be extended under the same conditions, on the understanding that the term of the extension can deviate from the original term.
- 2 . In derogation of the terms as laid down in Article 14, paragraph 6 of the Master Agreement, the Parties are at all times authorised to terminate the Work Assignment early in writing, without stating reasons, with due observance of a notice period of 4 weeks for Source and 5 weeks for the Supplier, or so much longer for the Supplier as agreed with the Atos Customer, in which case the notice period will be laid down in the Work Assignment.

- 3 . Source is furthermore at all times authorised to terminate the Work Assignment early in full or in part with immediate effect by means of a written notification to the Supplier, without prior notice of default or judicial intervention, and without being held to pay any kind of compensation for damages, if Atos and/or the Atos Customer for any reason whatsoever no longer wishes to make use of the Professional or if the budget reserved for that is gone or no longer available.

6 . MATERIALS

- 1 . All documents, know-how, data, software and/or other equipment and tools of Atos and/or the Atos Customer (the **Client Materials**) that are made available to the Professional in the context of the performance of the assignment remain the property of Atos or the Atos Customer at all times. The Professional will only use the Client Materials for the benefit of the performance of the assignment for Atos and/or the Atos Customer and will not share the Client Materials with third parties, unless there is a 'need to know' in the context of the performance of the assignment in question.
- 2 . On termination of the Work Assignment, the Professional will return the Client Materials and other business property of Atos and/or the Atos Customer to Atos or the Atos Customer immediately and at his/her own initiative (so without an underlying request made by Source and/or Atos or the Atos Customer), at his/her own expense. If the Professional fails to comply with the obligation laid down in paragraph 2 or fails to comply with it in full, the Supplier is obliged to compensate all loss suffered by Source as a result (including all costs for replacing the Client Materials).
- 3 . The Professional is at all times obliged to immediately return the Client Materials to Atos or the Atos Customer, should Source, Atos and/or the Atos Customer so demand.
- 4 . The Supplier is obliged to ensure proper insurance of the Client Materials against loss, damage and theft and will provide proof of proper insurance to Source immediately on Source's request.

7 . COSTS, RATES AND PAYMENT

1. The rate agreed between the Parties, as laid down in the Work Assignment, is fixed for the duration of the Work Assignment and any extension of the Work Assignment. Travel time and travel and accommodation expenses are not eligible for compensation.
2. The Professional is obliged to register his/her time accounting correctly and completely in Atos's time recording system each month (currently: ESS) and must ensure that his/her time accounting for the relevant calendar month is submitted to Atos for approval via the time recording system occasionally used by Atos no later than on the last or penultimate working

day of the relevant calendar month.

3. Each Supplier invoice in respect of a Work Assignment will at least state the following items:
 - The invoice date;
 - VAT number;
 - Atos purchase order number (if applicable);
 - A reference to the applicable Work Assignment;
 - The agreed amount, the applicable VAT rate and the VAT rate due; and
 - The total invoiced amount.

Invoices that do not comply with the aforementioned requirements will not be handled.

4. The Supplier must submit invoices for services provided within 6 months after the month in which the relevant services were provided, but in any case no later than in the month of January of the directly following calendar year, failing which invoices will no longer be eligible for reimbursement and will be considered to have expired.
5. Atos's payment term to Source is 60 days after receiving the invoice in question from Source. In derogation of the provisions of Article 12 of the Master Agreement, if the Supplier uses Source's basic services payment to the Supplier will take place four (4) days after Source has received the fee from Atos, but not earlier than 60 days. If the Supplier uses Source's premium services, payment will take place 30 days after receiving the invoice from the Supplier. If the Supplier uses Source's premium services, this will be laid down in the Work Assignment.
6. Source is entitled to set off the fee due pursuant to the premium services against the fee Source owes the Contractor pursuant to the Work Assignment.
7. Only invoices of the Supplier that comply with the conditions set by Atos, as laid down in the Assignment Documentation, are eligible for compensation.

8. LIABILITY

1. In addition to the provisions in Article 15, paragraph 1 of the Master Agreement, the Supplier is liable for all damage suffered by Source as a result of (i) a breach, default or negligence of the Professional in respect of the performance of the Work Assignment, (ii) insufficient expertise of the Professional and (iii) any other infringement of the Work Assignment.
2. The limitation of the Supplier's liability as included in Articles 15, paragraph 1 and 2 of the Master Agreement does not apply.
3. Prior to commencement of the Work Assignment, the Supplier is obliged to take out and maintain insurance during the term of the Work Assignment (including any extensions) as well

as during a period of 12 months after the end of the Work Assignment for (i) business liability with a minimum cover of EUR 1,250,000 per claim and (ii) professional liability with a minimum cover of EUR 1,250,000 per claim. Immediately on Source's request, the Supplier will provide a copy of the relevant insurance policies and/or proof of payment of the premiums due.

- 4 . The Supplier will indemnify and compensate Source against all claims, damage and costs that Source suffers or has to incur ensuing from or as a result of:
 - (i) death or injury of a person as a result of an act, omission, negligence or infringement of a statutory duty by the Supplier or the Professional; and
 - (ii) damage to or loss of property of a person as a result of an act, omission, negligence or infringement of a statutory duty by the Supplier or the Professional.
- 5 . Except insofar as expressly stated otherwise, Source's maximum liability for all claims that fall under the Work Assignment is limited to EUR 500,000 per event, where a series of events is considered to be one event, and up to a (total) amount of EUR 1,000,000 in each period of twelve (12) months from the date of the Work Assignment.

9. CONFIDENTIALITY

- 1 . In addition to the provisions in Article 3 of the Master Agreement, in the case of infringement of the duties of confidentiality it is subject pursuant to the Assignment Documentation and/or in the case of infringement of the duty of confidentiality the Professional is subject pursuant to the Assignment Documentation, the Supplier incurs an immediately payable penalty to Source of EUR 25,000 per event, without prejudice to Source's right to claim additional compensation.
- 2 . Without Source's prior written permission, the Supplier and the Professional will not disclose, make public or publish photos or make other public manifestations surrounding the provision of services to Atos and/or any ensuing Work Assignment.

10. TAKEOVER OF PERSONNEL

1. In derogation of the provisions of Article 8 of the Master Agreement, the Atos Customer is at all times authorised to directly or indirectly employ or otherwise enter into a contract with the Professional. The Supplier will immediately grant its full cooperation to this and indemnify the Professional against any obligation under any non-compete or non-solicitation clause that may be agreed between the Supplier and the Professional.
2. The Supplier and the Professional are not allowed in any way, directly or indirectly, to recruit personnel amongst people employed (on the basis of an employment contract or otherwise) at, for or via Atos or the Atos Customer, or to provide information or assist in another way in the possible recruitment of persons employed at, for or via Atos or the Atos Customer, with whom the Supplier and/or the Professional has been in contract regarding the Master Agreement or any Work Assignment.

3. Source, the Supplier, Atos and the Atos Customer are at all times allowed to employ or otherwise enter into a contract with persons who applied for a job unsolicited or otherwise responded to a general advertisement campaign or other general recruitment campaign, irrespective of whether that person is employed at Source, the Supplier, Atos or the Atos Customer.

1 1 .INTELLECTUAL PROPERTY RIGHTS

- 1 . All intellectual property rights that are created (to the results of the services provided) in the performance of the assignment (including software, documentation, details, instructions, report and results produced by the Professional) accrue to Atos or the Atos Customer. Insofar as is necessary, the Supplier and/or the Professional transfer the intellectual property rights pursuant to the Work Assignment to Atos or the Atos Customer, which transfer is now accepted by Atos or the Atos Customer.
2. Insofar as the transfer as referred to in Article 11, paragraph 1, requires a further deed, the Supplier and/or the Professional will grant their full cooperation to this immediately on the demand of Atos or the Atos Customer.
3. The Supplier indemnifies Source, Atos and the Atos Customer against all claims of third parties that ensue from any (alleged) infringement of the rights referred to in Article 11, paragraph 1 and will compensate all costs and damage that are the direct or indirect result of the (alleged) infringement, including costs of legal aid. The Supplier furthermore undertakes to take all measures, at its own expense, that can contribute to (i) preventing stagnation at Atos and/or the Atos Customer (ii) prevention of the (additional) costs that Atos and/or the Atos Customer have to incur in this context and/or (iii) the limitation of the losses of Atos and/or the Atos Customer.

1 2 .NON-COMPETE CLAUSE

1. During the term of the Master Agreement or any ensuing Work Assignment and during a period of 12 months after the end or termination of the Master Agreement or the Work Assignment, if this ends later, the Supplier and the Professional are not allowed to have direct or indirect contact and/or conclude agreements with Atos and/or an Atos Customer for whom the Supplier and/or the Professional provided direct or indirect services.
2. The provisions of Article 12, paragraph 1 do not apply if (i) the Supplier received the prior written permission of Source and Atos, (ii) there was already a long-term relationship with the Atos Customer in question prior to the Master Agreement, or (iii) the Supplier responds to a public request for an offer written by the customer in question.
- 3 . If the Supplier and/or the Professional infringe/infringes the obligations they are subject to

pursuant to Article 12, the Supplier incurs an immediately payable penalty of EUR 25,000 per infringement, without prejudice to Source's right to claim additional compensation.

1 3 . OTHER

1. The Supplier and its Professional will comply with, among other things, (i) the security obligations as set out in ISO 27001 and (ii) the conditions ensuing from the NEN 4400 (or a successor).
